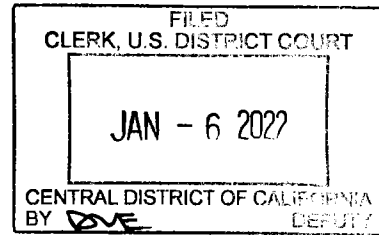


RICKEY M. GILLIAM, and
BARBARA GILLIAM, Plaintiffs
care of: 7171 WARNER AVENUE, B-128
HUNTINGTON BEACH, CALIFORNIA 92647
Ph: 714.404.2966 / Email: Rick@RickGilliam.com



In the District Court of the United States
for the Southern California District

PAID

RICKEY M. GILLIAM and
BARBARA L. GILLIAM
Plaintiffs,

v.

HSBC BANK USA, NATIONAL ASSOCIATION
AS TRUSTEE FOR STRUCTURED
ADJUSTABLE RATE MORTGAGE LOAN
TRUST, MORTGAGE PASS-THROUGH
CERTIFICATE, SERIES 2005-18 AKA
MELISSA ROBBINS COUTTS, ESQ, et al.
Defendants

=====

:rickey-martin: :gilliam and
:barbara-louise: :gilliam
Third Party Intervenor

v.

Melissa Robbins Coutts, et al
Third Party Respondents

=====

Case No. 8:23-cv-00027-FWS-(JDEx)

**LIBEL OF REVIEW: FRAUDULENT
MISREPRESENTATION RESULTING IN
BREACH OF FIDUCIARY DUTY AND
VIOLATION OF CONSTITUTIONALLY
PROTECTED RIGHTS TO OWNERSHIP
OF LAND AND PROPERTY, AS PER
FIFTH AMENDMENT GUARANTEE.**

**REQUEST TEMPORARY RESTRAINING
ORDER & PRELIMINARY INJUNCTION
RELIEF ON 'FEDERAL QUESTION'
BY RESPONDENTS WITH NO VIABLE
OR APPARENT SHOW OF INTEREST
IN THE LAND AT ISSUE.**

Comes Now, plaintiffs, RRICKEY M. GILLIAM and BARBARA L. GILLIAM before this honorable court to claim numerous violations to the plaintiffs' *Constitutionally-Protected* rights and to petition this 'district court of the United States' for grant of a TEMPORARY RESTRAINING ORDER, halting the removal of the plaintiffs from their land, without the 'due process of law', and remedy from incursions by said above-named respondents; and

JURISDICTION

- 1) This court has venue and jurisdiction to hear and provide the relief and remedy prayed for to the plaintiffs in this matter; thus, precluding the irreparable harm aforementioned, prior to any warranted hearing on the plaintiffs' claims substantiated by the above the attached evidence; and
- 2) There are no other alternatives, expedient remedies, save for this court the is available to the plaintiffs, in a timely manner. And, with a 'federal question' presented, no other qualified forums accessible during this COVID calamity to provide respectful remedy that the sheriffs will respect. As it is the sheriffs' services that the plaintiffs are petitioning the court to hold, pending the outcome of the hearing by this court; and
- 3) At the heart of the plaintiffs' claim for damages and injuries, is the 'arbitrary exercise of enforcement authority by the Orange County sheriffs' and, the permanence of the consequences of said exercise, on the plaintiffs; and
- 4) The likelihood of plaintiffs' success in this matter is significant, as the respondents have no discernible interest in the 'land' at the heart of the fracas. And, on or about 23 October, 2022, respondents presented analysis of

liability founded on the three major types of defendant conduct (intent, negligence and strict liability) appears in evidence from and presented by, Melissa Robbins Coutts and MCCARTHY & HOLTHUS, LLP, directly conjured evidence used by the magistrate to rule in favor of said respondents on matters that were uniquely offered for contradictory purposes. The submissions were purposely misleading, and injurious to the person and interests of the plaintiffs, on the 'federal question' of land ownership, and the plaintiffs' secured interest' therein; and

5) That incident, by respondents, moreover than any other, ruptured the constitutionally-protected rights secured to the plaintiffs', in the land stationed at: 7924 ALHAMBRA DRIVE, HUNTINGTON BEACH, CALIFORNIA; and

6) Respondents are, and were at the time, fully aware that the endorsement presented by the plaintiffs was submitted for a single purpose dedicated upon the 'limited use' provision. That the double-barreled reverse use ripped away the 'limited application' promised by the respondents, upon presentation; the significance of said loss to the plaintiffs in that instance is in excess of \$14,000,000. U.S.D. (United States Dollars); and

FACTS OF THE CASE

7) On or about 16 August 2022, plaintiffs offered endorsements to settle the dispute between respondents representing HSBC, over the missing title demanded by the plaintiffs for proof the respondents, including HSBC, has an interest in the land identified by Federal Land Patent, at the above address. Upon presenting in the positive, plaintiffs agreed to remove themselves from contesting their Interstate's versus that of the respondents; and

8) The respondents later changed the subject matter and never followed through with any instrument showing a superior title, clear title, or land patent interest. /While the plaintiffs' interest is verifiable and current to the amount depicted above. However, respondents implied they would not pursue the removal of the plaintiffs from the premise and plaintiffs became complacent in said assurances; and

9) On or about 6 December 2022, respondents initiated the long-settled challenge in total disregard to the presentment by the plaintiffs, and indeed initiated removal via the sheriffs, against the plaintiff, causing great consternation. The issue over the amount of secured interest was a rouse, and the matter was expedited to rest on points that were heretofore, immaterial to the plaintiffs' stay on their land, and property; and

CONTROVERSY

10) THE SETTLEMENT ISSUE IS RESOLVED BY DEFAULT; Respondents Do Not Have Interest In T/he Land; And Were /they To Present Such, There Would Not Be A Higher Interest, Or Title Than That Of The Plaintiffs, As The Plaintiffs' Secured Interest Is In The Land Patent. The ejectment is based on who actually has title; not who ought to have title: Sanford v. Sanford, 139 U.S. (1891) (9-0). The Plaintiffs' interest is in the land patent; STONE v. UNITED STATES, 69 U.S., (1865), (10-0), "The patent is the highest evidence of title, and is conclusive against the government, and all claiming under junior patents or titles, until it is set aside or annulled by some judicial tribunal." and

11) The plaintiffs have presented proof positive that they have 'secured interests' in excess of \$14,000,000 in the land at issue. There has been no testimony, or other evidenced of any kind that the respondents have a shred of interest in the land, and even were such to be presented, the evidence would not be superior to that of the plaintiffs; and

12) The court is petitioned to present n objective view of the matter at hand, or in the alternative, allow the plaintiffs sufficient time to better prepare for a more seasoned presenter to present to. Federal forum, the question at hand: do State Courts, and or State Actors Supersede The Federal Land Patent Evidence in deciding whether the Ghost Title claimed by the respondents, take precedence over the organic Federal Land Patent, in terms of who has the highest interest claim in the land at issue; and

PROTECTION OF RIGHTS VIA TRO

13) The plaintiffs ‘tender’ to this Federal Court, the matter in dispute over superior titles, fashioned by the respondents. The presentation by respondents to the plaintiffs amounted to ‘fraudulent misrepresentation’; and resulted in a wrongful counter by plaintiffs. That can be corrected by the ‘Federal Question’ at issue. The plaintiffs appeal to this court for a TEMPORARY RESTRAINING ORDER To Halt The Unconstitutional Removal of the plaintiffs from the land, while the Federal Court hears the diversity in presentations and rules or judges accordingly; and

14) Plaintiffs, additionally, ‘tender’ to the court a civil complaint against respondents for ‘breach of their respective fiduciary duties for the ‘fraudulent misrepresentation’, aforementioned, and the losses suffered by the plaintiffs to date during these turbulent processes; and

‘CERTIFIED EVIDENCE’

15) Significance of distinction: The distinction among these *three (3) major types of defendant conduct* is most significant, apart from the basic question of liability, with respect to two issues: a. Scope of liability: First, if the defendant’s conduct produces far-reaching, unexpected, consequences, will he be liable for these consequences? In general, the more culpable his conduct, the more far-reaching his liability for unexpected consequences. Liability for intentional torts, for instance, extends significantly further than that for the tort of negligence; see *infra*, p. 10. b. Damages: Secondly, what measure of damages must the defendant pay once he is found liable? For all torts, he must pay “compensatory damages,” i.e., damages whose purpose is to repay the plaintiff for the harm she has suffered. (Obviously, this objective is virtually never realized in cases of personal injury; can \$100,000 really repay the plaintiff for loss of an arm? i. Punitive and nominal damages: But in *intentional tort cases*, the plaintiff may also sometimes obtain “punitive damages” and “nominal damages,” both of which are discussed *infra*, p. 10. Punitive and nominal damages are almost never recoverable where negligence or strict liability is the basis for recovery; and

16) The general rule is that professionals, including doctors, lawyers, accountants, engineers, etc., must act with the level of skill and learning commonly possessed by members of the profession in good standing. Rest. 2d, §299A; P&K, p. 187]; and

17) There are, however, a number of more specific rules which, in practice, govern the disposition of *malpractice suits*. 1. Good results not guaranteed: The professional will not normally be held to guarantee that a successful result will occur. She is liable for malpractice only if she acted without the requisite minimum skill and competence, not merely because the operation, lawsuit, etc. was not successful; and

18) *Specialists held to a higher standard*: Where the *defendant holds herself out as a specialist in a certain portion of her profession*, she will be held to the minimum standards of that specialty (which will obviously be higher than those of the profession at large). This will be true, for instance, for an ophthalmologist or a tax lawyer; and

19) The testimony MUST present evidence that: The ‘*defendant’s conduct departed from all courses of conduct accepted by some portion of the profession.*’; and

20) A *sheriff deputy* is “presumed to possess the degree of skill and learning which is possessed by the average member of the law enforcement profession in good standing in the community in which he practices[.]” But the vast majority of courts would not agree: the correct standard has always been the level of skill of the minimally qualified member in good standing, not the average member. “[T]hose who have less than median or average skill may still be competent and qualified. Half of the physicians of America do not automatically become negligent in practicing medicine at all, merely because their skill is less than the professional average. On the other hand, the standard is not that of the charlatan, the quack, the unqualified or the incompetent individual who has succeeded in entering the profession or trade. It is that common to those who are recognized in the profession or trade itself as those qualified, and competent to engage in it.” Rest. 2d, §299A; and

EVIDENCE A

:rickey-martin: :gilliam: and
:barbara-louise: :gilliam:;
'Unembarrassed freeholders'
Care of: 7171 Warner Avenue, #B-128
Huntington Beach, California [92647]
(714) 404-2966
Rick@RickGilliam.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 28 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE CENTRAL CALIFORNIA DISTRICT
Central Justice Center

RICKEY M. GILLIAM and
BARBARA L. GILLIAM
Plaintiffs

CASE No. 30-2020-01174293-CU-OR-CJC

v.

NATIONSTAR MORTGAGE, LLC;
HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ADJUSTABLE-RATE
MORTGAGE LOAN TRUST,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-18;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
Defendants

APPLICATION FOR PROTECTIVE
TEMPORARY RESTRAINING ORDER
AND
PRELIMINARY INJUNCTION
RELIEF FROM VIOLATION OF DUE PRO
CESS OF LAW,
HOMESTEAD PROTECTION ORDER;
RECOGNITION OF HOMESTEAD ACT
AND SECURED INTERESTS

=====
Rickey-Martin Gilliam and
Barbara-Loise Gilliam,
Third-Party Plaintiffs

v.

Jared D. Bissell, and Troutman Pepper
Hamilton Sanders, LLP.
Third-Party Defendants.)
=====

COMES NOW, Third-Party Plaintiffs: rickey-martin: and :barbara-louise: :gilliam:, before this honorable court, to petition for relief from breach of fiduciary duty, and 'due process of law violations of these Plaintiffs' Federally-Protected rights, claims, and land interests, by the Third-Party Defendants. And court recognition of 'Federally-Protected' Homestead Exemption, and secured interest claims in the land at issue; land, which lies on Federal Land Patents that were previously unknown, unenjoyed and unprotected; and

1- One, :rickey-martin: :gilliam:, and One, barbara-louise: :gilliam an 'unembarrassed 'freeholder', and the Affiant hereon, having attained the age of majority from without the United States, and on 'non-military occupied land; comes competent to testify as my "YES" be yes, and "NO" be no. The matters herein are based on events evidenced upon first-hand verification attested herein and hereon, to be the truth, the whole truth and nothing but the truth, so help One, God;

VERIFIED AFFIDAVIT

2- Affiant hereon declares the facts stated are on one's knowledge; the Affiant further states, that One is 'NOT SUBJECT TO THE LAWS, CODES, STATUTES, AND REGULATIONS pronounced afore; and, that the presentments do not pertain to this Affiant, as the Affiant has secured interest in the land upon which said property lies; therefore, the legal status that existed at the time of said transaction has improved, naturally, without the intent of either of the parties to this action; and

3- The affiant, 'as landowner, is without the jurisdiction of the party(ies) bringing forth this pretended claim of interest. Therefore, the Affiant first challenges the 'subject matter jurisdiction' of the claim brought forth in this matter, and the title to the property, as such rests on the land over which this Affiant has a secured interest.

Therefore, the Affiant brings forth a valid dispute for which a duly granted owner and secured interest holder, seeking the granting of this TEMPORARY RESTRAINING ORDER, AND PRELIMINARY INJUNCTION ORDER, to prevent the theft of one's land via the violation of the Affiant's 'due process of law'; (1787).

4- As an interest holder, with the protection of 'our 'republican form of government', my and my family's land, and interest in said land, is under threat by non-interested parties. Without the granting of this instrument, and restraint of the politically motivated parties, the theft of this Affiant's land is imminent. The parties hereby named, are in breach of their respective 'fiduciary duties' to this Affiant. Protection of said 'due process of law', as is guaranteed by the Fourth, Fifth, And Seventh Amendments to the Constitution for the United States of America, (1787), and the respective Bill of Rights attached thereto;

5. That instrument secured by the Affiant's endorsement that has been received by the HSBC Chief Financial Officer, and possibly, overlooked, has yet to be credited for 'tender' against any pretended balance on the property. Such an inadvertent oversight, may be remedies by an administrative process, should the matter now assigned to the 31 st of October, 2022, be remedied by this court;

6- Therefore, the great authority and power of this Superior Court is solicited for a TEMPORARY RESTRAINING ORDER DIRECTING THE SHERIFFS 'DEPARTMENT' TO: CEASE AND DESIST ACTING ON THE NAMED PARTY(ies), PENDING THE APPLICATION OF THIS AFFIANT, FOR SAID TEMPORARY RESTRAINING ORDER, AND PRELIMINARY INJUNCTIVE RELIEF, which may likely resolve the matter at issue, in the interim;

JURISDICTION

7- The Superior Court (USDC) has interim jurisdiction over the Federal District within which the courts and persons at issue, lie. And, the USDC is the rightful venue to which the parties apply for the relief sought, however varied in the instant matter:

DUE PROCESS: Defined!

8.- "Due Process: n (1791) 1: "a course of formal proceedings (as legal proceedings) carried out regularly an in accordance with established rules and principles -- called also procedural due process; 1: a judicial requirement that enacted law may not contain provisions that result in the unfair, arbitrary, or unreasonable treatment of an individual -- called also substantive due process." Webster's Tenth Dictionary:

HOMESTEAD EXEMPTION

C.C.P. (a) A homestead is exempt from sale under this division to the extent provided in Section 704.800.

(b) If a homestead is sold under this division or is damaged or destroyed or is acquired for public use, the proceeds of sale or of insurance or other indemnification for damage or destruction of the homestead or the proceeds received as compensation for a homestead acquired for public use are exempt in the amount of the homestead exemption provided in Section 704.730. The proceeds are exempt for a period of six (6) months after the time the proceeds are actually received by the judgment debtor, except that, if a

homestead exemption is applied to property of the judgment debtor or the judgment debtor's spouse during that period, the proceeds thereafter are not exempt.

(c) If the judgment debtor and spouse of the judgment debtor lives in separate homesteads, only the homestead of one of the spouses is exempt and only the proceeds of the exempt homestead are exempt.

(d) If a judgment debtor is not currently residing in the homestead, but his or his separated or former spouse continues to live on or exercise control over possession of the homestead, that judgment debtor continues to be entitled to an exemption under this article until entry of judgment or other legally enforceable agreement dividing the community property between the judgment debtor and the separated or former spouse, or until a later time period as specified by court order. Nothing in this subdivision shall entitle the judgment debtor to more than one exempt homestead.

Notwithstanding subdivision (d) of Section 704.710, for purposes of this article, "spouse" may include a separated or former spouse consistent with this subdivision.

REGARDING THE CLAIMANT

9- The Affiant, applying for said relief, is not a lawyer, attorney, or schooled at law, but is educated sufficiently to apply for help in seeking remedy from unfair treatment, until an unbiased solicitor may be located. Or... removed to an alternate court or chancellor, wherein this matter might be properly before the court to where such matters pertain, may be properly litigated; and

10- The actual amount at issue, is presumed discharged upon tendering of the endorsement of the bank's authorized representative to the seller; what's being demanded apparently is an exorbitant interest payment that has been unethically attached to the principle, and in addition to the tendered amount previously paid in full by the Affiant;

11- The pretended debt balance either is in addition to the 'tender-in-full' amount, or there is confusion on the definition of the balance due. The claimant is unlawfully, and unethically foreclosed upon by the attorney for the alleged 'seller', without providing a defined explanation of the final amount due;

12- The Affiant is eager to tender the balance now claimed, as 'due'; in the interim, we have amassed a significant commercial interest claim in the land upon which the property sits. As there is no claim by the seller in such land, we believe the such claim securing our interest defeats the premise that any such claim exists. At least, in accordance with the time for establishing such an interest has long passed, and is beyond the seller's capacity to 'tender' for value; and

13- The Affiant is the single 'interest holder', with a valid interest in the said land upon which the property sits. The Affiant has, and continues to propose an administrative review from the parties of the seller, and has been ignored the regular 'due process provisions', and is being forced from his land, by the California B.A.R. Association, without affording to this Affiant an administrative hearing. This is a stark, breach of the seller's fiduciary duty, and the enforcement officers' Oath of Office to the Citizens of the United States, the State of California, and the Affiant's nationality protections under the definition of the 'due process of rights procedure due him by law, and constitutional protections;

14- For payment purposes done without a response to the Affidavits Of Claim, pending on the transfer of the proceeds for possession, the Affiant has inadvertently, endorsed the 'unlimited authorization that the counsels properly represent. In such case, the Third-Party Plaintiffs hereby tender amends to the balance of any mortgagee sought, and take the remainder for application to the balance.

15- The Third-Party Plaintiffs, hereby demand a zero-balance, or proof of any remaining amount attributed to the alleged debt, for credit to the Third-Party plaintiffs, in exchange for the

remedy per settlement between these parties. The action of maxim: "Equity Follow The Law", provides the remedy to the presumed contract between the Affiant and the mortgage parties, sufficient to render the remainder, \$0.00, but for the proper accounting by the transferring interests. The said parties have and continue to refuse to adjust their books sufficiently to credit the account for the balance, thereby leaving an unaccountable remainder on the mortgage books inconsistent with the true, \$0.00 balance;

16- ONLY live testimony between the parties is acknowledged as evidence. Attorneys are not witnesses, and unless they are prepared to swear-in as witnesses, there is no counter before the court from which the Third-Party Plaintiff's evidence, may be contradicted.

17- Upon endorsement of the said instrument, the Affiant credited the issuing bank, the sufficient authority to fully discharge the remaining cost; however, the mortgagor elected not to issue the full amount of credit, but to further tax the Affiant in excess of the full amount of the cost, thereby imposing upon the person of the Affiant, an enormous interest, in excess of 400% (four-hundred percent) of the agreed cost of the land and property, combined. Said imposition amounts to usury, which is a violation of the Fair Debt Practices Act, and this

Affiant's 'right to the due process of the law', as is preserved by the Constitution for the United States of America, (1787);

18- The described account amounts to a clear 'breach of fiduciary duty' by the assailants against their respective 'Oaths of office', to which the banking parties are 'required to pledge' in order to conduct public business in the United States, and the State of California;

STATEMENT OF FACTS

19- This court has jurisdiction over the district within which the Affiant's land is situated, and within which the activity above described, is being conducted. The Affiant's rights secured by the above cited Constitutional Amendments, are additionally protected from even the 'appearance of impropriety' by parties fortunate enough to be employed in the United States government:

20- 5 CFR § 2635.101: 'BASIC OBLIGATIONS OF PUBLIC SERVICE'

"Basic Obligation of Public Service:

(a) Public service is a public trust. Each employee has a responsibility to the United States Government and its citizens to place loyalty to the Constitution, laws and ethical principles above private gain. To ensure that every citizen can have 'complete confidence in the integrity of the Federal Government, each employee shall respect and adhere to the principles of ethical conduct set forth in supplemental agency;

(b) General principles. The following general principles apply to every employee and may form the basis for the standards contained in this part. Where a situation is not covered by the standards set forth in this part, employees shall apply the principles set forth in this section in determining whether their conduct is proper:

(c) "Employee shall adhere to avoid any actions creating the 'appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts."

21- "In Order to instruct investigating federal officials such as the FBI as to what is a violation of the oath of office under 5 U.S.C. § 3331 and 5 U.S.C. § 7311, Executive Order 10450 was issued to serve as a guideline for determining what actions constitute criminal violation of the Oath of Office by federal officials.: 'It is a criminal and trust violation under 18 USC § 1918, for a member of the government which includes members of Congress, to 'advocate the overthrow of our Constitutional form of government."

22- EXECUTIVE ORDERS: 10450: 'A Trust Principle'; "Whereas the interest of the national security require that all persons privileged to be employed I the Government shall be 'reliable, trustworthy, of good conduct and character, and of complete and unswerving loyalty to the United States..." To NOT honor land laws, it to not be in such honor, in one's humble opinion.

23- Land Patent Evidence, see Exhibit 1 and Exhibit 2. Full Land Patent available for review upon request and by appointment only.

One, :rickey-martin: :gilliam:, and One, barbara-louise: :gilliam, declare under this sworn statement, above and foregoing, to be the truth, the whole truth, and nothing but the truth, so help me God, ON: Orange County (land): ON: California (land), dated: October 28, 2022, A.D.

Without Prejudice,

1 Rickey Martin Gilliam, A.R.R.
Name: Rickey Martin Gilliam, A.R.R.

Without Prejudice,

1 Barbara Louise Gilliam, A.R.R.
Name: Barbara Louise Gilliam, A.R.R.

In Witness hereof:

In Witness hereof:

Without Prejudice,

1 Mj Blades, A.R.R.
Name: MURNEZ Blades, A.R.R.

Without Prejudice,

1 Carol L Hall, A.R.R.
Name: CAROL L HALL, A.R.R.

AFFIDAVIT PLEDGE

Plaintiff(s), :rickey-martin: :gilliam: and :barbara-louise: :gilliam: husband and wife, without the United States' military jurisdiction, and not on 'military premises', apply for a temporary restraining order and issuance of an order to show cause requiring defendants to show cause why such should not be granted.

The objective is not to enter a trial in this action 'enjoining defendants, their agents', employees and persons from acting on their behalf, from obstructing the living quarters, and or removing plaintiffs or plaintiffs' private property, and or trespassing onto plaintiffs' land;
Such efforts and persons involve in such efforts are, and are induced by 'fraudulent misrepresentations' and 'plain errors and false imprisonment' with deadly health consequences resulting from overused force upon peoples' lives, land, and families. As is the case with this Affiants and their immediate family and associates, justified by unlawful enforcement under guise of legalities, Constitutional or otherwise;

This application is predicated on Equity Maxims and the "Mission Statement / Oath" of Office of parties pledged to the California and United States Constitutions; (1849 and 1787, respectively); both Equity and Trust Instruments; and

*A. A preliminary injunction may be granted at any time before judgment upon a verified complaint, or upon affidavits, if the complaint in the one case, or the affidavits in the other, show satisfactorily that sufficient grounds exist therefor. No preliminary injunction shall be granted without notice to the opposing party;

B. A temporary restraining order or a preliminary injunction, or both, may be granted in a class action, in, which one or more of the parties sues or defends for the benefit of numerous parties upon the same grounds as in other actions, whether or not the class has been certified;

C. No temporary restraining order shall be granted without notice to the opposing party, unless both of the following requirements are satisfied;

- (1) It appears from facts shown by affidavit or by the verified complaint that great or irreparable injury will result to the applicant before the matter can be heard on notice;
- (2) The applicant or the applicant's attorney certifies one of the following to the court under oath;

(a) That within a reasonable time prior to the application the applicant informed the opposing party or the opposing party's attorney at what time and where the application would be made;

(b) That the applicant in good faith attempted but was unable to inform the opposing party and the opposing party's attorney, specifying the efforts made to contact them;

(c) That for reasons specified the applicant should not be required to so inform the opposing party or the opposing party's attorney;

Without Prejudice,

Rickey Martin Gilliam, A.R.R.
Name: Rickey Martin Gilliam, A.R.R.

Without Prejudice,

Barbara Louise Gilliam, A.R.R.
Name: Barbara Louise Gilliam, A.R.R.

In Witness hereof:

Without Prejudice,

Murnez Blades, A.R.R.
Name: *Murnez Blades, A.R.R.*

In Witness hereof:

Without Prejudice,

Carol L. Hall, A.R.R.
Name: *CAROL L HALL, A.R.R.*

Exhibit 1

Whereas it appears from a duly authenticated

transcript filed in the General Land Office of the United States that pursuant to the provisions of the Act of

March 3rd, 1875, Congress approved the third day of March A. D. one thousand eight hundred and fifty-one, entitled "An Act for the purpose to ascertain and settle the Private Land Claims in the State of California" Jose Justo Morillo and Maria

Cleodas Nieto, his wife, as claimants, filed their petition on the sixth day of November A. D. one thousand eight

hundred and fifty-two, with the Commissioners to ascer-

tain and settle the Private Land Claims in the

State of California, sitting as a Board in the City

of Los Angeles, in which petition they claimed the

confirmation of their title to a tract of land known

as the "Rancho of the Polas," containing about seven

leagues, situate in the then county of Los Angeles

and State aforesaid, said claim being founded on a

Spanish grant to Don Manuel Nieto, made in or about

the year of our Lord one thousand seven hundred and

eighty-four by Governor Don Pío de Paez, and a re-

grant to Doña Catarina Ruiz, widow of Don Jose

Antonio Nieto who was the son of the said Don Manuel

Nieto, made in the name of the Mexican Nation on the

twenty-second day of May, A. D. one thousand eight

hundred and thirty-four by Jose Figueroa, then

General of brigade of the National Mexican Army, General Inspector and Superior Political Chief of Upper California.

And Whereas the Board of Land Commis-

sioners aforesaid, on the thirteenth day of February A. D.

one thousand eight hundred and fifty-five rendered

a decree rejecting said claim, which decree or decision

CERTIFIED TO BE A TRUE COPY

CERTIFYING OFFICER

PUBLIC INFORMATION SECTION

CALIFORNIA STATE OFFICE

BUREAU OF LAND MANAGEMENT

OCT 25 2022

#:12

Exhibit 2

The United States of America
 & all to whom these presents shall come, Greeting;

Whereas it appears from a duly authenticated transcript
filed in the General Land Office of the United States that pre-
sented to the provisions of the Act of Congress approved
the third day of March one thousand eight hundred and
fifty-one, entitled "An Act to ascertain and settle the Private
Land Claims in the State of California," Ramon Forta, Domingo
Forta, Soledad Forta de Abia, wife of Juan Abia, Dolores Forta de Aguilar,
wife of Christopher Aguilar and Julian Chavez, as claimants, filed their
petition on the twentieth day of October, Anno Domini, one thousand
eight hundred and fifty-two, with the Commissioners to ascertain
and settle the Private Land Claims in the State of California sitting
as a Court in the City of San Diego in which petition
they claimed the confirmation of their title to an undivided
tract of land containing seven square leagues more or
less, known by the name of "Las Animas" situate in the then County of
San Diego and State aforesaid, and an amended petition filed on the
eighteenth day of December, Anno Domini, one thousand eight hundred
and fifty-two by the said petitioners with the aforesaid Commissioners
in which amended petition they claimed three fourths of the
entire tract of land called "Las Animas" heretofore described in their
original petition and an additional petition filed on the twenty
fourth day of January, Anno Domini, one thousand eight
hundred and fifty-three by the aforesaid petitioners with the aforesaid
Commissioners amending their original petition by striking out
the words "and containing seven square leagues more or less" and
inserting in their place the following, to-wit: "bounded by the Rio San
Diego to a straight line from the South Eastern corner of
the Section to the river San Luis, the said river is the
true east," said claimants being guided on a March made
by Don Manuel Abia made in or about the year 1810
and the said claimants being guided on a March made
by Don Juan de la Cruz and Don Juan de la Cruz.

12597-531

CERTIFIED TO BE A TRUE COPY

CERTIFYING OFFICER

PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

OCT 25 2022

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 246723 NAME: Melissa Robbins Coutts, Esq. FIRM NAME: McCarthy & Holthus, LLP STREET ADDRESS: 2763 Camino Del Rio S, Suite 100 CITY: San Diego STATE: CA ZIP: 92108 TELEPHONE NO.: (619) 243-3960 FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR: (name): Defendant, HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18 <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	EVIDENCE B <div style="border: 2px solid black; padding: 5px; margin: 10px auto; width: 80%;"> Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g). </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: 700 Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME:	
Plaintiff/Petitioner: Rickey M Gilliam, Barbara L Gilliam Defendant/Respondent: Nationstar Mortgage, et al.	CASE NUMBER: 30-2020-01174293-CU-OR-CJC
WRIT OF <input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real property	<input type="checkbox"/> Limited Civil Case (including Small Claims) <input checked="" type="checkbox"/> Unlimited Civil Case (including Family and probate)

1. To the Sheriff or Marshal of the County of: ORANGE

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040
3. (Name): HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18

Is the ☒ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a

Natural person, and last known address):

Rickey M Gilliam

7924 Alhambra Dr.

Huntington Beach, CA 92647

☒ Additional judgment debtors on next page

5. Judgment entered on (date): 10/28/2022

(See type of judgment in item 22.)

6. ☐ Judgment Renewed on (dates):

7. Notice of sale under this writ

a. ☒ has not been requested.

b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page

9. ☒ Writ of Possession/Writ of Sale information on next page.

10. ☐ This writ is issued on a sister-state judgment.

For Items 11-17, see form MC-012 and form MC-013-INFO

11. Total judgment (as entered or renewed) \$ Possession

12. Costs after judgment (CCP 685.090) \$ Only

13. Subtotal (add 11 and 12) \$ 0.00

14. Credits to principal (after credit to interest) \$

15. Principal remaining due (subtract 14 from 13) \$ 0.00

16. Accrued interest remaining due per CCP \$ 0.00

685.050(b) (not on GC 6103.5 fees)

17. Fee for issuance of writ (per GC 70626(a)(1)) \$ 40.00

18. Total amount due (add 15, 16 and 17) \$ 40.00

19. Levying officer:

a. Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$

b. Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(j)) \$

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

David H. Yamasaki, Clerk of the Court

Issued on (date): 12/19/2022

Clerk, by O. Saldivar, Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

Page 1 of 3

WRIT OF EXECUTION

Code of Civil Procedure, §§ 699.520, 712.010, 715.010

[SEAL]



Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

21. ☒ Additional judgment debtor (*name, type of legal entity if not a natural person, and last known address*):

Barbara L Gilliam
7924 Alhambra Dr.
Huntington Beach, CA 92647

22. This judgment is for (*check one*):

- ☐ wages owed.
☐ child support or spousal support.
☒ other. Possession ONLY

23. ☐ Notice of sale has been requested by (*name and address*):

24. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

- | | |
|--|--|
| a. <i>on (date)</i> : | a. <i>on (date)</i> : |
| b. name, type of legal entity of not a natural person, and last known address of joint debtor: | b. name, type of legal entity of not a natural person, and last known address of joint debtor: |
| c. <input type="checkbox"/> Additional costs against certain joint debtors are itemized: <input type="checkbox"/> Below <input type="checkbox"/> On Attachment 23c | |

25. ☒ (Writ of Possession or Writ of Sale) **Judgment** was entered for the following:

- a. ☒ Possession of real property: The complaint was filed on (*date*): 12/14/2020

(*Check (1) or (2). Check (3) if applicable. Completed (4) if (2) or (3) have been checked.*)

- (1) ☐ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46 The judgment includes all tenants subtenants, named claimants, and other occupants of the premises.
- (2) ☒ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
- (3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession as any time up to and including the time the levying officer returns to effect eviction regardless of whether a Prejudgment Claim of Right to Possession was served.) (*See CCP 415.46 and 1174.3(a)(2).*)
- (4) The unlawful detainer resulted from a foreclosure (item 25a(3)), or if the Prejudgment Claim of Right to Possession was not Served in compliance with CCP 415.46 (item 25a(2)), answer the following:
- (a) The daily rental value on the date the complaint was filed was \$0.00
- (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (*specify*):

TO BE SET BY COURT

Item 25 continued on next page

Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

25.b. ☐ Possession of personal property:

☐ if delivery cannot be had, then for the value (*itemize 25e*) specified in the judgment or supplemental order.

c. ☐ Sale of personal property.

d. ☐ Sale of real property.

e. The property is described: ☒ Below ☐ On Attachment 25e

7924 Alhambra Dr.

Huntington Beach, CA 92647

ORANGE County

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OR REAL PROPERTY. If the premises are not vacated within five days after the date of service in the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting is sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

EVIDENCE C

TO (Name and Address): Barbara L Gilliam 7924 Alhambra Dr. Huntington Beach, CA 92647		LEVYING OFFICER (Name and Address): Orange County Sheriff's Department 909 N Main St, Suite 2 Santa Ana, CA 92701	
EMAIL:		(714) 569-3700 Fax: (714) 569-2368	
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 W Civic Center Drive Santa Ana, CA 92701		California Relay Service Number (800) 735-2929 TDD or 711	
PLAINTIFF: Rickey M Gilliam, Barbara L Gilliam		COURT CASE NO: 30-2020-01174293-CU-OR-CJC	
DEFENDANT: Nationstar Mortgage, et al.			
Notice to Vacate		LEVYING OFFICER FILE NO: 2022514122	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	7924 Alhambra Dr. Huntington Beach, CA 92647
Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Monday, January 9, 2023 06:01 am

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CIV), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if the prejudgment claim of right to possession was served as indicated on the writ unless the eviction is the result of a foreclosure.



Don Barnes
Sheriff-Coroner

By:

[Signature] #11803

Sheriff's Authorized Agent

Mail

314411

Barbara L Gilliam
7924 Alhambra Dr.
Huntington Beach, CA 92647

— — — — —

EJ-130

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 246723 NAME: Melissa Robbins Coutts, Esq. FIRM NAME: McCarthy & Holthus, LLP STREET ADDRESS: 2763 Camino Del Rio S, Suite 100 CITY: San Diego STATE: CA ZIP: 92108 TELEPHONE NO.: (619) 243-3960 FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR: (name): Defendant, HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18 <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD</p>	<p>FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).</p> </div>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: 700 Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME:</p>	<p>CASE NUMBER: 30-2020-01174293-CU-OR-CJC</p>
<p>Plaintiff/Petitioner: Rickey M Gilliam, Barbara L Gilliam Defendant/Respondent: Nationstar Mortgage, et al.</p>	<p><input type="checkbox"/> Limited Civil Case (including Small Claims) <input checked="" type="checkbox"/> Unlimited Civil Case (including Family and probate)</p>
<p><input type="checkbox"/> EXECUTION (Money Judgment) WRIT OF <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real property</p>	

1. To the Sheriff or Marshal of the County of: ORANGE

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040

3. (Name): HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18

Is the ☒ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a

Natural person, and last known address):

Rickey M Gilliam

7924 Alhambra Dr.

Huntington Beach, CA 92647

☒ Additional judgment debtors on next page

5. Judgment entered on (date): 10/28/2022

(See type of judgment in item 22.)

6. ☐ Judgment Renewed on (dates):

7. Notice of sale under this writ

a. ☒ has not been requested.

b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page

9. ☒ Writ of Possession/Writ of Sale information on next page.

10. ☐ This writ is issued on a sister-state judgment.

For Items 11-17, see form MC-012 and form MC-013-INFO

11. Total judgment (as entered or renewed) \$ Possession

12. Costs after judgment (CCP 685.090) \$ Only

13. Subtotal (add 11 and 12) \$ 0.00

14. Credits to principal (after credit to interest) \$

15. Principal remaining due (subtract 14 from 13) \$ 0.00

16. Accrued interest remaining due per CCP \$ 0.00

685.050(b) (not on GC 6103.5 fees)

17. Fee for issuance of writ (per GC 70626(a)(1)) \$ 40.00

18. Total amount due (add 15, 16 and 17) \$ 40.00

19. Levying officer:

a. Add daily interest from date of writ (at

the legal rate on 15) (not on GC 6103.5 fees) \$

b. Pay directly to court costs included in 11 and

17 (GC 6103.5, 68637; CCP 699.520(j)) \$

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

David H. Yamasaki, Clerk of the Court

Issued on (date): 12/19/2022

Clerk, by O. Saldivar, Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

Page 1 of 3

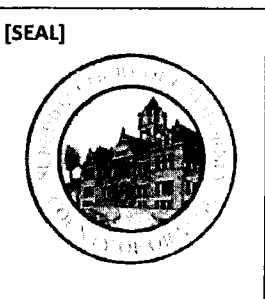
WRIT OF EXECUTION

Code of Civil Procedure, §§ 699.520, 712.010, 715.010

Government Code, § 6103.5

www.courts.ca.gov

Form Approved for Optional Use
Judicial Council of California
EL-130 [Rev. September 1, 2020]



Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

21. ☒ Additional judgment debtor (*name, type of legal entity if not a natural person, and last known address*):

Barbara L Gilliam
7924 Alhambra Dr.
Huntington Beach, CA 92647

22. This judgment is for (*check one*):

- ☐ wages owed.
☐ child support or spousal support.
☒ other. Possession ONLY

23. ☐ Notice of sale has been requested by (*name and address*):

24. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

- a. *on (date):* a. *on (date):*
b. *name, type of legal entity of not a natural person, and last known address of joint debtor:* b. *name, type of legal entity of not a natural person, and last known address of joint debtor:*
c. ☐ Additional costs against certain joint debtors are itemized: ☐ Below ☐ On Attachment 23c

25. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:

- a. ☒ Possession of real property: The complaint was filed on (*date*): 12/14/2020

(*Check (1) or (2). Check (3) if applicable. Completed (4) if (2) or (3) have been checked.*)

- (1) ☐ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46 The judgment includes all tenants subtenants, named claimants, and other occupants of the premises.
(2) ☒ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
(3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession as any time up to and including the time the levying officer returns to effect eviction regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
(4) The unlawful detainer resulted from a foreclosure (item 25a(3)), or if the Prejudgment Claim of Right to Possession was not Served in compliance with CCP 415.46 (item 25a(2)), answer the following:
(a) The daily rental value on the date the complaint was filed was \$0.00
(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (*specify*):

TO BE SET BY COURT

Item 25 continued on next page

Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

25.b. ☐ Possession of personal property:

☐ if delivery cannot be had, then for the value (*itemize 25e*) specified in the judgment or supplemental order.

c. ☐ Sale of personal property.

d. ☐ Sale of real property.

e. The property is described: ☒ Below ☐ On Attachment 25e

7924 Alhambra Dr.

Huntington Beach, CA 92647

ORANGE County

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OR REAL PROPERTY. If the premises are not vacated within five days after the date of service in the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting is sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

**** This page intentionally left blank ****

EVIDENCE D

TO (Name and Address): Rickey M Gilliam 7924 Alhambra Dr. Huntington Beach, CA 92647		LEVYING OFFICER (Name and Address): Orange County Sheriff's Department 909 N Main St, Suite 2 Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368
EMAIL: NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 W Civic Center Drive Santa Ana, CA 92701		California Relay Service Number (800) 735-2929 TDD or 711
PLAINTIFF: Rickey M Gilliam, Barbara L Gilliam DEFENDANT: Nationstar Mortgage, et al.		COURT CASE NO: 30-2020-01174293-CU-OR-CJC
<p style="text-align: center;">Notice to Vacate</p>		LEVYING OFFICER FILE NO: 2022514122

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	7924 Alhambra Dr. Huntington Beach, CA 92647
Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Monday, January 9, 2023 06:01 am

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CIV), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if the prejudgment claim of right to possession was served as indicated on the writ unless the eviction is the result of a foreclosure.



Don Barnes
Sheriff-Coroner

By: Don Barnes #11803
Sheriff's Authorized Agent

Mail

(c) CountySuite Sheriff, Teleosoft, Inc.

314411

Rickey M Gilliam
7924 Alhambra Dr.
Huntington Beach, CA 92647

— — — — —

EJ-130

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 246723 NAME: Melissa Robbins Coutts, Esq. FIRM NAME: McCarthy & Holthus, LLP STREET ADDRESS: 2763 Camino Del Rio S, Suite 100 CITY: San Diego STATE: CA ZIP: 92108 TELEPHONE NO.: (619) 243-3960 FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR: (name): Defendant, HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18 <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: 700 Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME:</p> <p>Plaintiff/Petitioner: Rickey M Gilliam, Barbara L Gilliam Defendant/Respondent: Nationstar Mortgage, et al.</p> <p>WRIT OF <input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real property</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 10px;"> Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g). </div> <p>CASE NUMBER: 30-2020-01174293-CU-OR-CJC</p> <p><input type="checkbox"/> Limited Civil Case (including Small Claims) <input checked="" type="checkbox"/> Unlimited Civil Case (including Family and probate)</p>
--	--

1. To the Sheriff or Marshal of the County of: ORANGE

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040
3. (Name): HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18

Is the ☒ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a

Natural person, and last known address):

Rickey M Gilliam

7924 Alhambra Dr.

Huntington Beach, CA 92647

☒ Additional judgment debtors on next page

5. Judgment entered on (date): 10/28/2022

(See type of judgment in item 22.)

6. ☐ Judgment Renewed on (dates):

7. Notice of sale under this writ

a. ☒ has not been requested.

b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page

9. ☒ Writ of Possession/Writ of Sale information on next page.

10. ☐ This writ is issued on a sister-state judgment.

For items 11-17, see form MC-012 and form MC-013-INFO

11. Total judgment (as entered or renewed) \$ Possession

12. Costs after judgment (CCP 685.090) \$ Only

13. Subtotal (add 11 and 12) \$ 0.00

14. Credits to principal (after credit to interest) \$

15. Principal remaining due (subtract 14 from 13) \$ 0.00

16. Accrued interest remaining due per CCP \$ 0.00

685.050(b) (not on GC 6103.5 fees)

17. Fee for issuance of writ (per GC 70626(a)(1)) \$ 40.00

18. Total amount due (add 15, 16 and 17) \$ 40.00

19. Levying officer:

a. Add daily interest from date of writ (at

the legal rate on 15) (not on GC 6103.5 fees) \$

b. Pay directly to court costs included in 11 and

17 (GC 6103.5, 68637; CCP 699.520(j)) \$

20. ☐ The amounts called for in items 11-19 are different for each

debtor. These amounts are stated for each debtor on Attachment 20.

David H. Yamasaki, Clerk of the Court

Issued on (date): 12/19/2022 Clerk, by O. Saldivar, Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

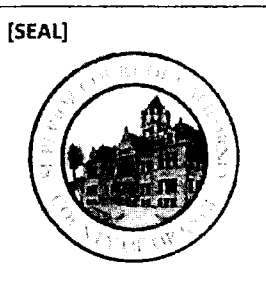
Page 1 of 3

WRIT OF EXECUTION

Code of Civil Procedure, §§ 699.520, 712.010, 715.010

Government Code, § 6103.5

www.courts.ca.gov



Form Approved for Optional Use
Judicial Council of California
EL-130 [Rev. September 1, 2020]

Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

21. ☒ Additional judgment debtor (name, type of legal entity if not a natural person, and last known address):

Barbara L Gilliam
7924 Alhambra Dr.
Huntington Beach, CA 92647

22. This judgment is for (check one):

- ☐ wages owed.
☐ child support or spousal support.
☒ other. Possession ONLY

23. ☐ Notice of sale has been requested by (name and address):

24. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

- a. on (date): a. on (date):
b. name, type of legal entity of not a natural person, and last known address of joint debtor: b. name, type of legal entity of not a natural person, and last known address of joint debtor:
c. ☐ Additional costs against certain joint debtors are itemized: ☐ Below ☐ On Attachment 23c

25. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:

- a. ☒ Possession of real property: The complaint was filed on (date): 12/14/2020

(Check (1) or (2). Check (3) if applicable. Completed (4) if (2) or (3) have been checked.)

- (1) ☐ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46 The judgment includes all tenants subtenants, named claimants, and other occupants of the premises.
(2) ☒ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
(3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession as any time up to and including the time the levying officer returns to effect eviction regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
(4) The unlawful detainer resulted from a foreclosure (item 25a(3)), or if the Prejudgment Claim of Right to Possession was not Served in compliance with CCP 415.46 (item 25a(2)), answer the following:
(a) The daily rental value on the date the complaint was filed was \$0.00
(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

TO BE SET BY COURT

Item 25 continued on next page

Plaintiff/Petitioner: HSBC Bank USA, National Association as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2005-18, its assignees and/or successors
Defendant/Respondent: Rickey M Gilliam, Barbara L Gilliam and DOES 1-10, Inclusive

CASE NUMBER:
30-2020-01174293-CU-OR-CJC

25.b. ☐ Possession of personal property:

☐ if delivery cannot be had, then for the value (*itemize 25e*) specified in the judgment or supplemental order.

c. ☐ Sale of personal property.

d. ☐ Sale of real property.

e. The property is described: ☒ Below ☐ On Attachment 25e

7924 Alhambra Dr.

Huntington Beach, CA 92647

ORANGE County

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OR REAL PROPERTY. If the premises are not vacated within five days after the date of service in the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting is sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

**** This page intentionally left blank ****

400
Evidence E

Labat sent to San Juan Cal. Aug 24, 1877
The United States of America:
To all to whom these presents shall come, Greeting:

Whereas it appears from a duly authenticated
copy of a transcript filed in the General Land Office of the United
States of States that pursuant to the provisions of the Act of
Congress approved the third day of March A. D. one
thousand eight hundred and fifty-one, entitled "An act
for an undersigned to ascertain and settle the Private Land Claims in
the State of California" Jose Justo Morillo and Maria
Cleofas Nieto, his wife, as claimants filed their petition
on the sixth day of November A. D. one thousand eight
hundred and fifty-two, with the Commissioners to ascer-
tain and settle the Private Land Claims in the
State of California, sitting as a Board in the City
of Los Angeles, in which petition they claimed the
confirmation of their title to a tract of land known
as the "Rancho of the Polcas," containing about seven
leagues, situate in the then county of Los Angeles
and State aforesaid, said claim being founded on
a Spanish grant to Don Manuel Nieto, made in or about
the year of our Lord one thousand seven hundred and
eighty-four by Governor Don Pedro Fages, and a re-
grant to Doña Catarina Ruiz, widow of Don Jose
Antonio Nieto who was the son of the said Don Manuel
Nieto, made in the name of the Mexican Nation on the
twenty-second day of May, A. D. one thousand eight
hundred and thirty-four by Jose Figueroa, then
General of brigade of the National Mexican Armies,
General Inspector and Superior Political Chief of Upper
California.

And Whereas the Board of Land Commis-
sioners aforesaid, on the thirteenth day of February A. D.
one thousand eight hundred and fifty-five rendered
a decree rejecting said claim, which decree or decision

CERTIFIED TO BE A TRUE COPY
J. J. [Signature]
PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

OCT 25 2022

having been taken by appeal to the District Court of the United States for the Southern District of California the said District Court on the nineteenth day of February A.D. one thousand eight hundred and fifty-seven in the cause entitled José Justo Murillo et al. appellants, vs. The United States Appellees, rendered its decision as follows, to wit:

This cause coming on to be heard on appeal from the final decision of the United States Board of Land Commissioners to ascertain and settle the private land claims in the State of California, under an act of Congress approved March 3rd 1851, over Transcript of the Proceedings of said Board and of the papers and evidence upon which said decision was founded and it appearing to the Court that said transcript and the Notice of appeal, have been duly filed according to law, and counsel for the respective parties having been heard: It is ordered, adjudged and decreed that the Decision of said Board of Commissioners be, and the same hereby is, in all things reversed: And it is further adjudged and decreed that the claim of the appellants José Justo Murillo and Maria Cleofa Nieto, his wife, is good and valid in right of the said wife, and the same is hereby confirmed to her as follows. The lands of which confirmation is hereby made are one undivided half of the tract called Las Boleas situate in the County of Los Angeles, said tract of Las Boleas being a part of the lands originally granted to Manuel Nieto by Governor Pedro Fages, in or about the year 1794, and which said grant was recognized and confirmed by the Mexican Government by the decree of date July 27, 1853, made by Governor José Figueroa on the petition of Luciano Cepalón made in behalf of the

95-8666-51

Evidence F

The United States of America
to all to whom these presents shall come Greeting:

Whereas it appears from a duly authenticated transcript filed in the General Land Office of the United States that pursuant to the provisions of the Act of Congress, approved the third day of March one thousand eight hundred and fifty-one, entitled "An Act to ascertain and settle the Private Land Claims in the State of California," Ramon Forta, Domingo Forta, Soledad Forta de Abila, wife of Juan Abila, Dolores Forta de Aguirre, wife of Christobal Aguirre, and Julian Chaves, as claimants, filed their petition on the twentieth day of October, Anno Domini one thousand eight hundred and fifty-two, with the Commissioners to ascertain and settle the Private Land Claims in the State of California sitting as a Board in the City of San Francisco, in which petition they claimed the confirmation of their title to an undivided tract of a half of land containing seven square leagues more or less, known by the name of "Las Alamos" situate in the then territory of the United States and State of California, and an amended petition filed on the eighteenth day of December, Anno Domini one thousand eight hundred and fifty-two by the said petitioners with the aforesaid Commissioners in which amended petition they claimed three fourths of the entire tract of land called "Las Alamos" heretofore described in their original petition and an additional petition filed on the twenty-fourth day of January, Anno Domini one thousand eight hundred and fifty-three by the aforesaid petitioners with the aforesaid Commissioners amending their original petition by striking out the words "containing seven square leagues more or less" and inserting in their place the following, "bounded by the Alamo River, a straight line from the south Eastern corner of the tract to the river Santa Ana, the said river and the sea coast" and claim being founded on a grant made by Don Manuel Chaves made in or about the year one thousand seven hundred and eighty-eight by Don Manuel Chaves and a receipt of the said Don Manuel Chaves and a receipt of the said Don Manuel Chaves.

CERTIFIED TO BE A TRUE COPY
 CERTIFYING OFFICER
 PUBLIC INFORMATION SECTION
 CALIFORNIA STATE OFFICE
 BUREAU OF LAND MANAGEMENT

OCT 25 2022

whereof of the said Arid made in the manner
the Map and location in the twenty second day of
May 1848. Arid made one thousand eight hundred and
eighty. From the base of the mountain the court in
the said Chief of the Territory of Upper California.

And whereas the Board of Land Commissioners
appointed in the twenty second day of October
1848, one thousand eight hundred and eight, has
received a decree of confirmation in name of
Ramon Yorta & al. as follows, to wit:

In this case on hearing the proofs and objections
it is adjudged by the Commission that the claim of the
said petitioner is valid, and it is therefore decreed
the same be confirmed.

The land of which confirmation is given is situated
three undivided fourth parts of the place called Las Pallas in
Los Angeles County formerly occupied by Antonio Reyes
and containing seven square leagues of land more
or less, and bounded and described as follows: com-
mencing at the sea shore at a large hill where a cross
was placed in giving juridical possession of said land
to the said mark and running thence towards the North
thirty degrees East passing through some various spots of
ground and dividing the point of the Peninsula where there
are two willow trees of the same size and standing above
some thousand four hundred and fifty varas terminating
at some prickly pear tree on a sand hill where a post
of alder was placed as a land mark, thence taking a direction
to the East and running forty thousand five hundred varas
terminating at a thin alder tree with green shoots
which alder tree is the land mark and boundary of
Las Pallas and the land occupied by the heirs
of the said Antonio Reyes. Thence in a direct
East two degrees North four thousand and four hundred
and thirty varas to the said hill at the end of the said fourth

EVIDENCE G

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

RICKEY M. GILLIAM
BARBARA L. GILLIAM
7924 ALHAMBRA DRIVE
HUNTINGTON BEACH, CA 92647

Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder

6.00

2010000375517 11:32 am 08/05/10

153 416 D04 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DECLARATION OF HOMESTEAD

We, RICKEY M. GILLIAM and BARBARA L. GILLIAM

(Full Name of Declarant (s))

do hereby certify and declare as follows:

(1) We hereby claim as a declared homestead the premises located in the City of HUNTINGTON BEACH

County of ORANGE, State of CA

commonly known as 7924 ALHAMBRA DRIVE, HUNTINGTON BEACH, CA 92647

(Street Address)

and more particularly described as follows: [Give complete legal description]

PARCEL 3 OF PARCEL MAP NO. 95-164, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 297, PAGES 3 AND 4 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

A.P.N. No. 142-103-28 - also known by street and number as: 7924 ALHAMBRA DRIVE

(2) We are the declared homestead owner(s) of the above declared homestead.

(3) We own the following interest in the above declared homestead: 100%

(4) The above declared homestead is our principal dwelling and the principle dwelling of my spouse. My spouse and I are currently residing on that declared homestead.

(5) The facts stated in this Declaration are true as of our personal knowledge.

8-5-2010

Date

(Signature of Declarant (s))

Certificate of Acknowledgment of Notary Public

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 5, 2010 before me, M. STEWART, Notary Public,
(Date) (Name and tit)

personally appeared RICKEY M. GILLIAM and BARBARA L. GILLIAM, who proved to me on the basis of
(Name of person (s) signing)

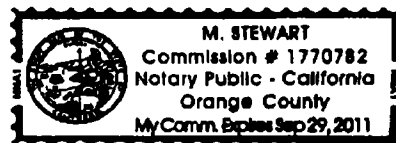
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Stewart
Notary Public Signature

(Seal)



EVIDENCE H

143

NOTICE OF IMMEDIATE INTENT OF PRESERVATION OF AN ABSOLUTE INTEREST

Recording Requested by:
Ms. Julia Marie Walden, Trustee

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

39.00

Rickey M. Gilliam & Barbara Louise Gilliam
DUBA-A Private Land Trust Grant
c/o 27068 La Paz Road, #126, Aliso Viejo
California Republic [92656]

2010000436138 1:18 pm 09/03/10
143 414 N03 12
0.00 0.00 0.00 0.00 33.00 0.00 0.00 0.00

Space above this line is for recorders use only

15
12P
1CC

NOTICE OF INTENT TO PRESERVE AN INTEREST
Section 883.320 et.seq.

NOTICE OF IMMEDIATE INTENT OF PRESERVATION OF AN ABSOLUTE INTEREST

We, Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s) in nature, hereby issue this NOTICE OF INTENT TO PRESERVE AN INTEREST: to preserve full market value and possession to preserve our private property rights and to preserve my natural God given rights and freedoms as the Sovereign freeholder. We claim absolute ownership of our land in Allodium, as describe in Exhibit(s) A, B, C; and which are hereby incorporated by reference, and are attached hereto. We further assert that the character of our interest in said property is as follows; and is attached hereto. We are of the Posterity, born of American parents in the united States of America and Sovereign under our natural and political rights with absolute ownership in Allodium and in perpetuity under the original organic laws of the united States of America and especially the common law as guaranteed by the Seventh Amendment to the Constitution for the united States of America, and the Seventh Amendment to the U.S. Constitution. This notice affirms this constitutional common law ownership of our land. We Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s), are the claimant(s) and freeholder(s), further declare that we have not assigned my interest to any other person, natural or artificial under the organic laws of the United States of America; nor have we quit claimed my land described in Exhibit(s) A, B, C, to any other person outside our immediate family trust, natural or artificial under the organic laws of the United States of America; nor have we deeded our interest to the property described in Exhibit(s) A, B, C, to any other person outside my immediate family, natural or artificial.

We never signed any conveyances or debt instruments involving lawful money or valuable consideration under the laws of the United States of America. The current mortgage signed by us, Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s), claimant(s) and freeholder(s) has been rendered void and without any force or effect in law because of a breach of trust, lack of valuable consideration and because of the original land patent application filed with the board of land commissioners which resulted in a land patent being issued by the board of land commissioners. We Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s), claimant(s), and freeholder(s) do certify and declare that the character of the interest claimed is that we are the assigned to the land patent issued by the United States, under the authority of the Treaty of Guadalupe Hidalgo, Protocols of Quintaro, and under the act of Congress of 1851. The Patent is filed and known by the Rancho Los Nietos, patents to be added later. To be added as an amendment, at some future date.

NOTICE OF IMMEDIATE INTENT OF PRESERVATION OF AN ABSOLUTE INTEREST

County Recorder, BLM, in the permanent record of Patents via their copy of said land patent as a Patent issued on to be added later, under the Act of Congress dated March 3, 1851. It is hereby established by order of law that we further certify that we are the assigned to a portion of said grant and or patent, which is legally described within the attachment hereto and thus made a part thereof. No claim is made herein that we have been assigned the entire tract of land as described in the original land grant. Our assignment is inclusive of only the attached legal description.

This declaration shall serve as public notice to all, and gives actual public notice to all, that the original land grant, and land patent, has been brought forward and updated in our name(s) subject to the limitations specified herein. The grant of land is a public law standing on the statue books of the State and is notice to every subsequent purchaser under the conflicting sale made afterward: Wineman vs. Gastrell; 54 FED 819, 4 CCA 2 US APP 581. A patent alone passes title to the grantee; Wilcox vs. Jackson; 13 Peters 498, 10 LED 264.

We hereby reference the Act of Congress whereby, Congress and President Franklin Delano Roosevelt passed and issued Proclamations declaring a State of National Emergency and March 9, 1933 – See Senate Report 93-549, United States Senate, 1973. We Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s) the claimant(s) and freeholder(s), do declare and affirm that we have not knowingly pledged our land as collateral for the “National Debt” of the UNITED STATES, nor any STATE OF CALIFORNIA debts. We are not a cosigner to the bankruptcy of the UNITED STATES as enacted by Congress in HJR 192 on June 5, 1933, and as described in Senate Report 93-549.

We are not a U.S. Citizen under the provisions of the Fourteenth Amendment. We do not believe that there is any justification for the state of declared National Emergency to continue today – such as fire, flood, famine, and earthquake, etcetera. We, Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s), the claimant(s) and freeholder(s), do further assert and affirm our full rights, title and interest in the Allodium and we retain absolute ownership and dominion of said private property and this is based upon the Deed, to obtain allodial title, recorded in the Orange County office of the Recorder. We further declare and state that we are the assign to the land grant, described above, which includes only the subject property as a portion of said land grant, described herein pursuant to the attached land grant documents, which are attached and incorporated by Exhibit(s) to be added later. The ownership of said land and buildings is recorded in the Orange County Records by way of the GRANT DEED 2010000408368, Recorded August 23, 2010.

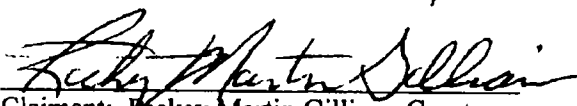
This notice is to confirm the preservation of an absolute interest in real property from Extinguishment of Lien/Discharge: by Operation of Law, pursuant to Section 883.320 et. seq. of the Civil Codes of the State of California, 12 USC @ 93, Bank Forfeiture of Franchise by Operation of Law, Public Law 73-10 @ 1491, and Claim of Right.

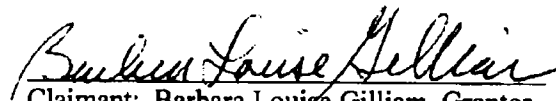
We, Rickey Martin Gilliam & Barbara Louise Gilliam, husband and wife sentient(s) as claimant(s) and freeholder(s), put forth this lawful claim to the following described “absolute interest in real property”, APN [142-103-28] the named commercial address, 7924 ALHAMBRA DRIVE, HUNTINGTON BEACH, CALIFORNIA by use of Commercial extinguishment of Liens/Discharge by operation of law.

We assert under penalty of perjury that this is not recorded for the purpose of slandering title to real property and we are am informed and believe that the information contained in the notice is true, under honor of God.

We Rickey Martin Gilliam and Barbara Louise Gilliam, husband and wife sentient(s) as claimant(s) and freeholder(s), Executive Trustee(s) for RICKEY M. GILLIAM and BARBARA L. GILLIAM under our unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

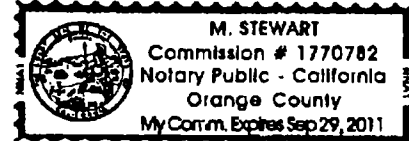
Date: 8-26-10


Claimant: Rickey Martin Gilliam, Grantor


Claimant: Barbara Louise Gilliam, Grantor

JURAT

M. Stewart (Seal)
M. Stewart, Notary Public



Aug. 26, 2010
Date

21) Exception: where negligence obvious to lay person: i.e., the defendant's negligence is blatant the court determines as a matter of law, a lay person could identify it that expert testimony is not be needed. As a case if a doctor amputates the wrong leg, injures the patient's shoulder during an appendectomy (Ybarra v. Spangard, infra, p. 131), or the like; and

Objective standard for professional:

22) The 'standard of care for one who engages in a business, occupation or profession is subjective not objective. Thus, the defendant's own training and experience are relevant in determining whether he behaved with due care (at least where he does hold himself out as a specialist); the issue is whether the defendant matched the standard of care commonly found among other members of the same profession; and

23) Clearly... in this instance, the respondents did not, and does not; in fact, their conduct is beneath even the minimal standard of decency toward the injured parties, and the injured parties' community; and

24) Swift Wings, Inc., 252 S.E.2d 256 (N.C. Ct.App. 1979). 6. Informed consent: In the case of a physician, one of the professional standards which must be met is that the risks of a proposed treatment must be adequately disclosed to the patient before he consents to that treatment. Older cases held that the physician's failure to make such disclosure vitiated the consent, and paved the way for a battery action (see supra, p. 64). More recently, however, courts have generally held that lack of full disclosure constitutes professional negligence, and that the matter must be handled under the general malpractice rules. The doctrine that adequate disclosure of risks must be made is known generally as the rule of "informed consent"; and

25) Because of the requirement of proximate cause (infra, p. 155), the plaintiffs 'can show' that they would probably have vigorously challenged the respondents' assertions of claims had such been presented; none were made. (If the claimant would have undergone the court challenge full disclosure of the risks had informed consent been provided, which is the direct cause of the injury.). Normally, the disclosure that **must** be given, for informed consent is provided by the accused party(ies); and

26) One who is just beginning the practice of his/her profession (e.g., a hospital intern, law enforcement officer, a lawyer who has just passed the bar, etc.) is nonetheless held to the same level of competence as a member of the profession generally, despite his/her inexperience. This is a special case of the general rule that a beginner at anything (e.g., a beginning automobile driver) **may not have the benefit of a 'lower standard of care'**. "The law does not require the general public to assume the risk of the *neophyte's lack of competence*." Nutshell, p. 53; and

27) Some situations, however, in which the 'standard for liability is not ordinary negligence', but a healthy degree of culpability is evident in the deeds resulting the injury therefrom such Unconstitutionally Imposed False Imprisonment; i.e., this is sometimes called "**gross negligence**", or "**willful and wanton disregard**", or "**recklessness**", etc.; and

28) Penal statutes: Some statutes contain an explicit provision that their violation will give rise to civil liability. If this is the case, of course, the court has no choice but to give the 'Land Patent' title, its intended effect, presuming that it is validly presented. There is no higher title in law. And... this is not a penal, but civil matter in nature. Nevertheless, the injuries sustained by the plaintiffs is huge, by any standard. The court, in its minimal discretions, should award the plaintiffs, at least a fair forum and even playing field to which to present an objective perspective for their interest claims; that is, their request herein; and

29) Their rights have been violated by the respondents. Time is of no significance to the respondents; but time is everything to the plaintiffs. Constitutional violations have crime occurred and civil liabilities will ensure the such does not continue without recourse to the injured party(ies).

This matter is hereby submitted for the court to hear the plaintiffs' appeal for grant of a FEDERAL TEMPORARY RESTRAINING ORDER, AND, OR PRELIMINARY INJUNCTION TO HALT THE RESPONDENTS INJURIES AND UNCONSTITUTIONAL REMOVAL OF THE PLAINTIFFS FROM LAND WITHIN WHICH THEY HAVE A SUBSTANTIAL SECURED INTEREST.

THIS MATTER IS SUBMITTED, WITHOUT PREJUDICE TO THE PLAINTIFF'S RIGHT. Done without the United States, on non-military land, within the boundary of California public. On: 06 January 2023.

Without Prejudice,

/S: ~~rickey-martin~~: :gilliam: ,1308
:rickey-martin: :gilliam:
06 January 2023, A.D.

Without Prejudice,

/S: ~~barbara-louise~~: :gilliam: ,1308
:barbara-louise: :gilliam:
06 January 2023, A.D.

- 1- There IS No Other Remedy Available To The Plaintiffs;
- 2- The remedy, if provided, is in the interest of the public;
- 3- The remedy provided, will NOT injury any public interest, or the respondents;
- 4- The costs to either the Court or respondents is negligible;
- 5- Were the court not to grant the remedy sought, the plaintiffs will lose their secured land,

The interest therein; their national status as 'Unembarrassed Freeholders'; their family's heritage for life; and the \$14,000,000 'secured interest therein', with prejudice.

A loss that is unbearable to either the plaintiffs, the county of Orange, the family of the plaintiff, and beyond the need, intent, or interest of the respondents.

The plaintiffs pray this court will see the need to grant the plaintiffs petition for writ, and the TRO respectively.